

JUDGE OETKEN

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

JADE BARRETT,
and all others similarly situated,

Plaintiff,

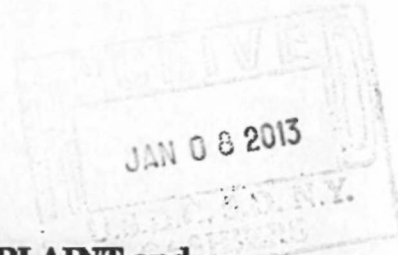
v.

AVON PRODUCTS, INC.

Defendant.

Civil Action No. _____

**CLASS ACTION COMPLAINT and
DEMAND FOR JURY TRIAL**



Plaintiff, by her attorneys, on behalf of herself and all others similarly situated, makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

SUMMARY OF THE ACTION

1. The search for eternal youth and beauty is hardly new. For centuries humans have attempted to forestall the inevitable aging process by cosmetic and surgical means. Indeed, throughout history there has been no shortage of products, including the infamous "snake oil" tonic from a bygone era, that purport to "cure" the "disease of old age."

2. Today, the search for a youth potion continues and, like a modern-day snake oil salesman, Avon Products, Inc. ("Avon" or "Defendant") preys on consumers' fundamental fear of aging and their eternal hope that products exist that can eliminate the signs of aging and effectively turn back time.

3. In fact, Avon profits handsomely by its false and misleading claims that its products, including those from the ANEW collection, specifically ANEW Reversalist Night Renewal Cream, ANEW Reversalist Renewal Day Cream, ANEW Reversalist Renewal Serum, ANEW Reversalist Illuminating Eye System (collectively "ANEW Reversalist Products"), ANEW Clinical Advanced Wrinkle Corrector, ANEW Clinical Luminosity Pro Brightening Serum, ANEW Clinical Resurfacing Expert Smoothing Fluid, ANEW Clinical Pro Line Eraser, ANEW Clinical Lift & Firm Pro Serum, and ANEW Clinical Thermafirm Face Lifting Cream (collectively "ANEW Clinical Products"), and ANEW Genics Night Treatment Cream, ANEW Genics Eye Treatment, and ANEW Genics Treatment Concentrate (collectively "ANEW Genics Products") (together, "ANEW Products") have specific age-negating effects on the human skin and body.

4. As explained more fully herein, Avon has made, and continues to make, deceptive, false or misleading claims and promises to consumers about the efficacy of its ANEW Products in a pervasive, nation-wide marketing scheme that confuses and misleads consumers about the true nature of the products. In reality, the ANEW Products do not live up to the efficacy claims made by Avon.

5. Avon knows this, yet designs its marketing and advertising campaign to include indicia of scientific research and discovery and promises of specific results for the sole purpose of misleading and deceiving consumers. As a result, Avon's marketing pitch is the same as that of the quintessential snake-oil salesman – Avon

dupes consumers with false and misleading promises of results it knows it cannot deliver, and does so with one goal in mind – reaping enormous profits.

6. Indeed, the only reason a consumer would purchase the ANEW Products sold by Avon instead of lower-priced moisturizers, which are readily available, is to obtain the unique results that Avon promises.

7. A direct effect of this pervasive and deceptive marketing campaign is that consumers across the country, including Plaintiff and the proposed Class, relied upon Avon's false and misleading misrepresentations and purchased skin-care products that do not, and cannot, provide the results promised.

8. Avon's false and misleading statements about the efficacy of a particular product are equally applicable to each of the products within that specific collection. For example, for each of the ANEW Reversalist Products (serum, night cream, eye cream and day cream) Avon specifically promises that its unique formula will "visibly reduce wrinkles" and/or "dramatically reduce visible wrinkles." According to Defendant, the ANEW Reversalist Products all include Avon's "groundbreaking . . . key to skin repair," a formula based on a new discovery Avon calls Activinol Technology. According to Avon, ANEW Reversalist's Activinol Technology "helps reactivate skin's repair process to recreate fresh skin & help dramatically reverse visible wrinkles."

9. Accordingly, because each of the ANEW Reversalist Products contains essentially the same efficacy promise, and because Avon repeats the same promises for each, the misleading claims touting the supposed benefits are equally applicable

to all of the ANEW Reversalist Products. The same holds true for the ANEW Clinical and ANEW Genics lines of products.

10. Avon's marketing campaign for each of the ANEW Products follows the same deceptive pattern and practice – Avon makes specific efficacy promises based on purported scientific research and new discoveries of specific ingredients that deceive and mislead consumers into believing that the ANEW Products they are purchasing will provide the promised and unique results. Such promises are deceptive and misleading.

11. Avon sells its products, including ANEW Products to consumers through Sales Representatives. To assist Sales Representatives, Avon generates sales brochures, which highlight the products' purported efficacy claims. Upon information and belief, sales brochures contain the same or essentially the same misleading and deceptive efficacy claims as appear on Avon's internet website.

12. Plaintiff and the Class were exposed to Avon's pervasive deceptive and misleading advertising messages and material omissions regarding the efficacy promises of the ANEW Products and relied on those material misstatements and omissions in deciding to purchase ANEW Products.

13. Plaintiff seeks relief in this action individually and as a class action on behalf of all purchasers in the United States of at least one of the ANEW Products ("the Class") at any time from the date of product launch for each of the ANEW Products to the present (the "Class Period") for unjust enrichment, breach of

express warranty, and consumer fraud. Pending completion of discovery, Plaintiff may seek leave to amend the Class definitions.

14. Plaintiff Jade Barrett seeks relief individually and on behalf of a subclass of residents of her home state of New York.

THE PARTIES

15. Plaintiff Jade Barrett is a citizen of the State of New York, residing in New York County. Plaintiff purchased ANEW Reversalist Renewal Serum from an Avon representative in New York during the Class Period for personal use. As set forth in greater detail below, in or about December 2011, Plaintiff Barrett saw, read, and received Avon's material misrepresentations as described more fully herein, including Avon's many false and misleading product claims, and relied on those material mis-statements in making her decision to purchase the ANEW Products. Plaintiff Barrett would not have purchased ANEW Reversalist Renewal Serum had Avon not made such false and deceptive claims and instead disclosed the true nature of its products.

16. Defendant Avon Products, Inc. is a New York corporation with its principal place of business in New York. Avon's global research and development headquarters, where its products are developed, is also located in New York.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 class members and the aggregate amount